

liquidated claim amount determined by the Commonwealth courts.

**Section I: Settlement Offer.** [Debtor] offers you an allowed [general unsecured nonpriority/administrative expense] claim in the amount of [\$\_] against [Debtor] in full satisfaction of your Designated Claim(s), to be satisfied in accordance with any plan of adjustment of debts confirmed and implemented in [Debtor's] Title III case.

- The only permitted responses ("Permitted Responses") to the Settlement Offer are:
- (a) acceptance of the Settlement Offer,
  - (b) rejection of the Settlement Offer, or
  - (c) rejection of the Settlement Offer coupled with a counteroffer (a "Counteroffer").

Information regarding Counteroffers is available in Section [ ] of the ADR Procedures.

**Please select your Permitted Response in the box below.**  
**YOU MUST RESPOND TO THE SETTLEMENT OFFER AND RESPOND TO THE OTHER APPLICABLE ITEMS IN THE REMAINDER OF THE FORM**

**RESPONSE TO SETTLEMENT OFFER**

☒ I/we agree to and accept the terms of the Settlement Offer.

(If you indicate that you accept the settlement offer, skip Section II, sign the form at the bottom, and return it to Proskauer Rose LLP, with a copy to Alvarez and Marsal. If you are not accepting the Settlement Offer, read each of the following items carefully and respond as applicable.)

**OR**

☐ I/we reject the Settlement Offer.

**OR**

☐ I/we reject the Settlement Offer. However, I/we will accept an allowed [general unsecured nonpriority/administrative expense] claim against [Debtor] in the amount of \$\_\_\_\_\_ in full satisfaction of the Designated Claim(s), to be satisfied in accordance with any plan of adjustment of debts confirmed and implemented in the [Debtor's] Title III case.

*Section [ ] of the ADR Procedures sets forth the restrictions on counteroffers. Your counteroffer may not include unknown, unliquidated or similar amounts and may not exceed the amount or improve the priority set forth in your most recent timely filed or amended proof of claim. You may not amend your proof of claim solely for the purpose of proposing a counteroffer of a higher amount or a better priority. If you return this form with a counteroffer that does not comply with the terms of the ADR Procedures, you will be deemed to have rejected the Settlement Offer, and the liquidation of your Designated Claim(s) will advance to evaluative mediation as set forth in Section [ ] of the ADR Procedures.*

*In addition, if you are rejecting the Settlement Offer or making a counteroffer, to the extent that your most recent proof(s) of claim does not (a) state the correct amount of your Designated Claim(s); (b) expressly identify each and every cause of action and legal theory on which you base your Designated Claim(s); (c) include current, correct and complete contact information of your counsel or other representative; or (d) provide all documents on which you rely in support of your Designated Claim(s), you **MUST** send all such information and documentation with your Permitted Response to Proskauer Rose, with a copy to Alvarez & Marsal.*

**Section II: Binding Arbitration or Commonwealth Court Liquidation.**

**A. CONSENT TO BINDING ARBITRATION**

Please indicate below whether you consent to binding arbitration with respect to the Designated Claim(s):

☒ I/we **CONSENT** to Binding Arbitration. **I/we acknowledge that my/our consent, once given, cannot be withdrawn.**

*Note that if you elect to participate in binding arbitration, you will be required to pay [\$\_\_\_\_], which is 50% of the cost for the arbitrator's services, as well as the fees of your own lawyer (if any) and any incidental costs that you incur.*

**OR**

☐ I/we **DO NOT CONSENT** to Binding Arbitration.

*Note that binding arbitration will only take place if all parties, including [Debtor], agree to submit the dispute to arbitration.*

**OR**

**B. CONSENT TO COMMONWEALTH COURT LIQUIDATION**

Please indicate below whether you consent to resolving the amount of your Designated Claim(s) before the Commonwealth courts with respect to the Designated Claim(s):

☐ I/we **CONSENT** to resolving the amount of my/our Designated Claim(s) before the Commonwealth courts.

**OR**

I/we **DO NOT CONSENT** to resolving the amount of my/our Designated Claim(s)  
before the Commonwealth courts.

*Note that the litigation will only take place in the Commonwealth's Courts if all parties,  
including [Debtor], consent to litigate the amount of the Designated Claim(s) before the  
Commonwealth Courts.*

**You cannot select both binding arbitration and Commonwealth court litigation.**

**If you do not select either binding arbitration or Commonwealth court litigation, the  
amount of your claim will be resolved in this Title III Court.**

**RETURN YOUR COMPLETED NOTICE AND ANY SUPPLEMENTAL INFORMATION  
IN A COUNTEROFFER TO [ADDRESS] BY [DEADLINE]**

[Signature of the Designated  
Claimant's Authorized Representative]

By:

*Enoelia Sanchez Rivera*

[Printed Name]

**[N.B. – Additional Signature Lines  
as Needed.]**

[Signature of the Designated  
Claimant's Authorized Representative]

By:

\_\_\_\_\_

[Printed Name]

Enoelia Sanchez Rivera  
Calle Y. Bl-8  
Sard de Arroyo  
Arroyo, P.R. 00714

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2017 DEC 28 PM 4:00  
U.S. DISTRICT COURT  
SAN JUAN, P.R.

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United States District Court  
Clerk's Office, 150 Ave.  
Carlos Chardon Ste 150  
San Juan, P.R. 00918-1767

